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DECLARATION OF UNIT OWNERSHIP ESTATE
FOR
SNOWCREST CONDOMINIUMS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, J & G CONSTRUCTION CO., INC., an Oklahoma corporation, hereinafter referred to as "Declarant" is the owner of the real property described on Exhibit "A" attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereunto belonging situated in Tulsa County, State of Oklahoma;

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and

WHEREAS, Declarant desires and intends hereby to create and establish twenty-four (24) separately designated unit ownership estates as defined by the Unit Ownership Estate Act of the State of Oklahoma by submission to the provisions of said Act, the real property described on Exhibit "A" and all buildings and improvements now or hereafter constructed on said real property, all as hereinafter provided.

NOW, THEREFORE, Declarant, as owner of the above-described real property and all buildings and other improvements constructed thereon, for itself, its successors and assigns, does hereby publish and declare as follows:

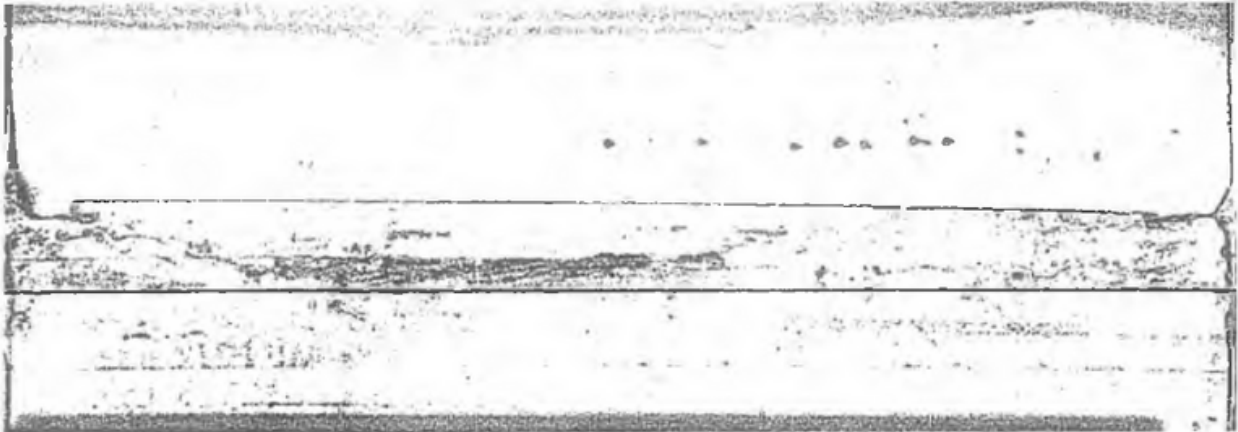
ARTICLE I

SUBMISSION OF PROPERTY TO UNIT OWNERSHIP ESTATE ACT

(1) Property Submitted to Act: The real property described on Exhibit "A" attached hereto, together with the apartment buildings and all other improvements and structures thereon or hereafter to be erected thereon and all easements, rights and appurtenances belonging thereto are hereby submitted to the provisions of the "Unit Ownership Estate Act" of the State of Oklahoma, Title 60, Oklahoma Statutes, Sections 501-530, inclusive.

(2) Definitions: The language, terms and expressions used in this Declaration shall be defined in accordance with the definitions thereof contained in the Unit Ownership Estate Act of the State of Oklahoma unless a contrary intention is expressed herein or unless it is plainly evident from the context hereof that a different definition or meaning was intended.

(3) Act Defined: Wherever used in this Declaration, the word "Act" shall have reference to and mean the Unit Owner-



ship Estate Act of the State of Oklahoma, above set forth, and any and all amendments thereto or revisions thereof.

(4) Common name of project: The property herein submitted to the Act shall bear the name and be known as "Snowcrest Condominiums". As used herein, "Units" shall refer and mean the Unit Ownership Estates created and covered hereby.

ARTICLE II

DEVELOPMENT PLAN

A Plot Plan of the above-described real property showing a schematic of the individual units and other improvements is attached hereto and marked Exhibit "B" and made a part hereof. Exhibit "B" shall constitute the "Unit Ownership Plat of Snowcrest Condominiums.

ARTICLE III

DESCRIPTION OF BUILDINGS AND OTHER IMPROVEMENTS

The buildings and other permanent improvements constructed on the above-described real property, all of which are covered by this Declaration of Unit Ownership Estate, are described as follows:

(a) Two (2) two-story buildings containing twelve (12) separate living units with each of said buildings containing six (6) separate two bedroom living units, and six (6) separate one bedroom living units. The building is of reinforced concrete and structural steel construction with brick exterior and plaster or concrete interior walls. The floors are of concrete construction and the ceilings are of plaster. Each unit within the building is supplied with gas and electricity.

(b) Each unit is constructed with an attached one (1) car garage and separate driveway, with additional parking available to the front of each unit as depicted upon Exhibit "B".

ARTICLE IV

UNIT DESIGNATION

The unit designation of each Unit covered hereby, its location, approximate area, number of rooms and immediate adjacent common area is shown on Exhibits "B to B-4", inclusive, and Exhibit "C", attached hereto and made a part hereof.

ARTICLE V

RESERVATIONS OF DECLARANT

Notwithstanding any other provisions herein contained, Declarant reserves the unrestricted right to sell, assign, mortgage or lease any Units which it continues to own after the recording or filing of the Declaration, and to post signs on the property advertising said Units for sale, lease or rent.

As long as Declarant owns title to all condominiums, Declarant may amend or modify any provisions of the Declaration or By-Laws as permitted by the Unit Ownership Estates Act.

ARTICLE VI

CREATION OF UNIT OWNERSHIP ESTATES

(1) The real property described in Exhibit "A", the apartment buildings and all other improvements and structures on said real property and all easements, rights and appurtenances belonging thereto are hereby divided into twenty-four (24) fee simple estates, consisting of twenty-four (24) separately designated Units, as identified on Exhibits "B to B-4", inclusive, by number designation and in Exhibit "C" by area and location within the apartment buildings.

(2) Each Unit shall be conveyed, held, owned and possessed as individual property capable of independent use in fee simple ownership.

(3) The general common elements as described in Article VII hereof shall be conveyed, held, possessed and owned by the owner or owners of each Unit, as tenants in common, in the proportions set opposite the Unit designation in Exhibit "C", attached hereto and made a part hereof. The undivided interest in the common elements set out opposite each Unit designation in Exhibit "C" is hereby declared to be appurtenant to said Unit and such undivided interest shall not be separated from the Unit and shall be deemed granted, conveyed, devised, encumbered or otherwise included with the Unit even though such interest is not expressly mentioned or described in any conveyance or like instrument effecting a Unit.

(4) Declarant, and each subsequent owner of any interest in a Unit, and in the common elements, their successors and assigns, jointly and severally waive the right of partition of any interest in the common elements under the laws of the

State of Oklahoma or otherwise, provided, however, any owner of a Unit may fully convey an interest therein together with such Unit's pertinent undivided interest in the common elements subject to the provisions of this Declaration.

(5) Each owner or owners of a Unit shall have as an appurtenance thereto, a perpetual easement for ingress to and egress from such Unit over all roads, streets, sidewalks, and other common elements from and to the public streets bounding the Exhibit "A" real estate, and a perpetual right or easement in common with all persons owning an interest in any Unit in Snowcrest Condominiums to the use and enjoyment of all common elements described herein. All Units and the common elements shall be subject to a perpetual easement in favor of the "Association", its successors and assigns, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein or in the By-Laws hereof.

ARTICLE VII

COMMON ELEMENTS AND EXPENSES

Common Elements Defined. Common elements means and includes all physical improvements of the property except the space contained within the Units, which space includes the surface of the boundary walls and the surface of the boundary ceiling and the surface of the boundary floor. The interiors (from the plane of one surface to the plane of the other surface) of the boundary walls, boundary ceilings and boundary floors and the contents thereof (i.e., electrical wiring, plumbing, or other items) in common use by two or more Units are common elements.

General Common Elements Described. General Common Elements of the property means and includes:

(a) The land, in fee simple on which the buildings stand and improvements thereon, except any portion thereof included in a Unit, or specifically designated as being a Limited Common Element;

(b) The building exteriors and exterior walls, foundations, columns, supports, main walls, roofs, a Unit's boundary walls, boundary ceilings and boundary floors (excepting the surface thereof);

(c) Installations of central services including, but not limited to storm sewer, sanitary sewer, water, power, electricity and natural gas;

(d) All apparatus and installations existing for common use or for the common elements;

(e) All personal property held and maintained for the joint use and enjoyment of all Condominium Owners;

(f) All personal property and/or interests in real property where title is held by the Association shall be General Common Elements;

(g) Thoroughfares, roadways, boundary walls, front yards, shrubs, plants, trees and landscaping;

(h) All other elements of the property necessary or convenient to its existence, maintenance and safety and normally in common use.

ARTICLE VIII

COMPLIANCE WITH DECLARATION, BY-LAWS AND RULES AND REGULATIONS

All present and future owners, tenants and occupants of Unit Ownership Estates covered hereby shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the rules and regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit Ownership Estate shall constitute an irrevocable agreement that the provisions of this Declaration, the By-Laws and the rules and regulations as they may be amended from time to time are accepted and ratified by such owner, tenant or occupant and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit ownership estate as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE IX

ADMINISTRATION OF UNIT OWNERSHIP ESTATES

The Association. The operation and management of the property shall be administered by the Association, which administration should begin on the first day of the calendar month following the close of the first Condominium to an owner-occupant.

Transfer of Control. The Declarant shall be required to transfer control of the Association to the Unit Owners, no later than the earlier of the following events:

(a) One hundred twenty (120) days after seventy-five (75%) percent of the condominiums in the project have been conveyed to owner-occupants;

(b) Three (3) years following conveyance of the first Unit Ownership Estate.

The term "control" means the right of the Declarant to control the Association, the Association Board, the Project, or the Unit Owners in any manner except through votes allocated to Unit Ownership Estates it owns on the same basis as votes pertaining to sold Unit Ownership Estates, but does not include those rights which have been reserved by Declarant in other sections hereof.

Powers of Association. The Association shall have all of the powers and duties incident to the operation of the Condominiums as set forth in this Declaration, the Association's By-Laws and Articles of Incorporation, as well as all of the powers and duties set forth in the Oklahoma Unit Ownership Estate Act for the "counsel of unit owners" where such powers are not in conflict with or limited by this Declaration and said By-Laws and Articles. True and correct copies of the Articles of Incorporation and the By-Laws of said Association are attached hereto and incorporated herein in full, marked Exhibit "C" and Exhibit "D", respectively.

ARTICLE X

MEMBERSHIP AND VOTING RIGHTS

Record Owners Are Members. All Condominium Owners, whose ownership is evidenced by recordation of a proper instrument on the public records of Tulsa County, Oklahoma, including Declarant, shall automatically terminate when they no longer own such interests.

Condominiums Vote. Each Condominium shall be allotted a vote cast by each respective Condominium Owner as a member of the Association in the governing of the affairs of the property. The vote of each such Condominium shall be equivalent to its Ownership Interest. Except as specifically otherwise provided in the Association's Articles of Incorporation, the By-Laws or in this Declaration, the affairs of the Association, shall be

governed by a majority vote of the Ownership Interests of all Condominiums during any duly authorized meeting of the members where a quorum is present. A quorum is a majority of the Ownership Interests of all Condominiums.

Association-Controlled by the Board. All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, who (except for the initial Board) shall be elected by the Condominium Owners entitled to vote. A Director or officer need not be a Condominium Owner.

Association to Maintain Register. The Association shall at all times maintain a register setting forth the names of all Condominium Owners and any purchaser or transferee of a Condominium shall notify the Association of his interest in such Condominium. Condominium Owners shall be required to notify the Association of the name of any party holding a mortgage upon any Condominium, and any release thereof and the name of all lessees, and of any release or expiration thereof in order that the Association may keep an up-to-date record thereof.

ARTICLE XI

ASSESSMENT COLLECTION LIEN ENFORCEMENT LIMITATIONS

Annual Budget. The Board shall approve an annual budget (in the form of a pro-forma operating statement) in advance for each fiscal year and the budget shall project anticipated income, common profits and estimated common expenses in sufficient detail to show separate estimates for insurance as set forth in Article XI herein. In determining such common expenses, the Board shall provide for an operating reserve fund for capital expenses for those common elements which must be repaired or replaced on a periodic basis. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any fiscal year for which the budget has been projected.

Monthly Payment of Annual Assessment. The Association shall assess the annual budgeted sum (the "annual or regular assessment") by delivering or mailing notice thereof to the Condominium Owner designated on the books of the Association as the voting member representing each Condominium at such Condominium Owner's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first day of each month, except that payments in advance for more than one-twelfth (1/12th) will be accepted.

Special Assessments.

(a) Special assessments may be made by the Board from time to time to meet other needs or requirements of the Association in the operation and management of the Condominiums (other than additions, alterations and capital improvements to the Property), and to provide for emergencies, repairs, or replacements, and infrequently recurring items of maintenance.

(b) However, special assessments which are to finance any activity not connected with an actual operation, managerial or maintenance expense of the property shall not be levied without the prior approval of a majority of ownership interests.

(c) Special Assessments for additions, alterations or capital improvements, the cost of which exceeds ten (10%) percent of the aggregate annual budget shall not be levied without the prior approval of two-thirds (2/3's) of the Ownership Interests.

Liability Cannot Be Avoided. The liability for any assessment or portion thereof may not be avoided by a Condominium Owner or waived by reason of such Condominium Owner's Waiver of the use and enjoyment of any of the common elements or by his abandonment of his Unit.

Real Property Taxes During Initial Year. Should real and personal property taxes be assessed against the property as a whole in the initial year, same shall be paid by the Association, which shall in turn assess each Condominium Owner according to his Ownership Interest for his proportionate share of such taxes as reimbursement to the Association, until such time as the condominiums are separately assessed. This provision shall not be construed to relieve any condominium owner of his principal liability to pay such tax or to prohibit any mortgagee of a condominium from collecting taxes in advance as impounds, provided such mortgagee shall reimburse the Association for its allocated share of said taxes.

Personal Liability for Assessment, Enforcement Expenses. The Condominium Owners of record at the time of assessment shall be personally liable to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments including attorney fees. An individual Condominium Owner may be assessed for expenses of collection. Expenses incurred by the Association as a result of the violation of the rules, By-Laws, Articles of the Association, or of this Declaration, by the Condominium Owner or his tenants or guests may be assessed against such Condominium Owner and/or tenant.

Interest on Unpaid Assessments. Assessments that remain unpaid for over thirty (30) days after due date shall bear interest at the maximum legal rate until paid.

Lien for Unpaid Assessments. The Association shall have a lien on each Condominium for any unpaid assessment and the fees, late charges, fines, interest and collection costs (including attorney fees) thereon which have been assessed against the Condominium Owner. The said lien shall be effective from and after the date on which such assessment becomes due. Such lien on such Unit shall be prior to all other liens except the following:

- (a) Mortgages or other such encumbrances duly recorded prior to the date such assessment becomes due;
- (b) Assessments, liens and charges for taxes past due and unpaid on the Unit;
- (c) Judgments entered in a Court of Record prior to the date such common expenses assessment becomes due;
- (d) Mechanic's and materialmen's liens arising from labor performed or material furnished upon a Unit prior to the date such assessment becomes due; and
- (e) Mechanic's and materialmen's liens for labor performed or material furnished upon the Common Elements, to the extent of the proportionate part chargeable to the Unit Owners, which constitute a part of an assessable charge for Common Expenses, satisfaction of which shall discharge the assessment to the extent of the payment made.

In the event assessments against a Condominium are not paid within sixty (60) days after their due date, the Association shall have the right to foreclose its lien for such assessments. The Board may take such action as it deems necessary to collect assessments by personal actions or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the Association. The delinquent Condominium Owner shall pay all costs, including reasonable attorney fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the Association which are covered by the lien enforced. During the

period of any foreclosure proceedings, the owner of the Condominium being foreclosed shall be required to pay to the Association the monthly assessment for the Condominium and shall be required to pay a reasonable rental value for such Condominium; and the Association shall be entitled to the appointment of a receiver to collect same.

First Mortgagee in Foreclosure Note Liable for Past-Due Assessments. The holder of a first mortgage acquiring title to a Condominium by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a first mortgage, and their successors and assigns, shall acquire title free and clear of all delinquent assessments of such Condominium. Provided, however, nothing herein shall be construed to abridge the rights of the Association to foreclose its lien as provided by the Act. This provisions shall not allow the new Condominium Owner to avoid his proportionate share of any special assessment which may be made on all condominiums after the new Condominium Owner's acquisition of title and which is made as a result of such delinquent assessments.

Purchaser's Joint Liability for Past-Due Assessments; Estoppel Letter of Association. Except as provided in Section 7.9 above, any person who acquires an Ownership Interest in a condominium shall be personally liable, and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. Provided, however, that any person purchasing or encumbering a Condominium shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments which have already been made and which are due and payable to the Association, and the Association and the Condominium Owners shall be bound thereby and estopped from making any claims either against such Purchaser or encumbrancer or against the Condominium.

Declarant's Assessment Reduced. Notwithstanding any provisions to the contrary contained herein, Declarant shall not be required to pay any portion of any assessment, whether regular or special on any Condominium Unit of a Building which has not been completed. Such payment shall be controlled by and the time at which responsibility for providing insurance coverage of the Building and its Units is transferred from the Declarant to the Association pursuant to Section 11.3 hereof. Thereafter, the Declarant shall be required to contribute only twenty (20%) percent of the declared assessments for all Condominiums owned by it, which are located in such a Building, provided such Condominiums subject to the reduced assessment are not completed and not ready for sale and occupancy. However, should sufficient income not be available to the Association on a monthly basis to meet its monthly expenses, then Declarant

shall be required to supplement monthly expenses, then Declarant shall be required to supplement such income (up to, but not exceeding, 100% of the assessment of all Units owned by Declarant) in order for the Association to break even.

Taxes and Assessments Relating to Property in Later Phases Prior to Annexation. Declarant shall be required to pay or otherwise satisfactorily provide for all taxes and other assessments relating to the property, covering any period prior to the annexation of such property.

Commencement of Regular Assessments. The regular assessments shall commence as to all Condominiums on the first day of the calendar month following the month in which the first sale of a Condominium occurs transferring title from Declarant to an owner-occupant.

Fiscal Years. The initial fiscal year of the Association shall end on the earlier to occur of: (i) the last day of the months preceding the anniversary date of the commencement of regular assessments; or (ii) the last day of the month in which control of the Board of Directors of the Association is turned over to the purchasers of Condominiums by the Declarant as provided in Section 7.2 of the By-Laws. The fiscal year of the Association may thereafter be changed from time to time by the Board of Directors of the Association as they may deem necessary.

ARTICLE XII

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

Condominium Owner. Each Condominium Owner shall bear the costs of and be responsible for the maintenance, repair and replacement, as the case may be, of: (i) all doors, glass doors, and windows enclosing his Unit and separate garage; (ii) all electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment which may now or hereafter be affixed and contained within his Unit or attached to said Unit; (iii) all wire, conduit, plumbing, or other fixtures and equipment and their connections required to provide all utility services including, without limitation, water, electricity, natural gas, telephone, cable television, sewage and sanitary services to his Unit and which are affixed and contained within the Unit or attached to said Unit; (iv) all plumbing, wire, conduit, circuit breakers, or other fixtures and equipment, and the connections required to provide all utility services to his Unit including, without limitation, water, electricity, natural gas, telephone, cable television, sewage and sanitary services, and which are located in the boundary ceilings, boundary walls, or boundary floors of his Unit and which are not in common use with

other Units; (v) the heating, ventilating and air-conditioning system, including but not limited to the compressor and fan coils units servicing his Unit; (vi) the general interior of his Unit including the interior partition walls, and the surfaces of the boundary ceilings, boundary walls and boundary floors; (vii) the electrical wiring providing electrical service to such Unit from the Unit to the electrical meter of the public utility company; and (viii) the entire confines of the fenced yard immediately adjacent to the rear of each Unit, to and including, but not limited to the actual fence structure; (ix) The individual driveway and walk immediately adjacent to his Unit; Each condominium owner shall maintain at his own cost a trash pickup service and all recepticals utilized for said purpose. All such items shall be owned by the Condominium Owner and the repair and replacement of these items shall be the responsibility of each Condominium Owner. Each Condominium Owner shall maintain and keep his Unit in good repair as a first class Condominium project and shall not allow the deterioration of his Unit which may adversely affect the values of the other Condominiums.

The Association. The Association, as a Common Expense, shall be responsible for the maintenance, repair and replacement of all the Common Elements, including those portions thereof which contribute to the services and support of the Buildings, and which are in common use by Units, including, but not limited to: (i) all plumbing, wires, conduit, circuit breakers, or other fixtures and equipment and their connections required to provide all utility services used in common by Units or by the Common Elements including, without limitation, water, electricity, natural gas, telephone, cable television, sanitary sewage, storm sewage, heating, ventilating, and air-conditioning systems; (ii) the maintenance of the roof, load-bearing walls, interiors of the boundary ceilings, boundary walls and boundary floors, and exterior of the Buildings; (iii) the exterior of the Buildings to the extent not expressly modified more particularly hereinabove. Should any damage be caused to any Condominium by reason of any work which may be caused to be done by the Association in the maintenance, repair or replacement of the Common elements, the Association shall bear the expense of repairing such damage as a General Common Element.

The Declarant. Notwithstanding the other provisions of this Article VIII, the Declarant shall be responsible for the maintenance, repair and neatness of all Common Elements under active construction, including land areas, parking areas, yards, walks, and Buildings. Declarant shall also be responsible for the maintenance and repair of the Units under construction.

Enforcement in Court. In the event a Condominium Owner fails to maintain his Condominium as required herein, the Association, or in the proper case, another Condominium Owner, shall have the right, as a remedy in addition to its other rights,

to proceed in a Court of Equity to seek compliance with the provisions hereof, and for damages should the Association suffer any expense in connection with such violation.

ARTICLE XIII

LIMITATIONS UPON CONDOMINIUM OWNERS TO MAKE ALTERATIONS

General. No Condominium Owner (without prior approval of the Board) shall cause any improvements or changes to be made to the Common Elements or to the exterior of the Building or to the terraces, including painting or other decoration, the installation of awnings, shutters, electrical wiring and other things which might protrude through or be attached to the walls of the Buildings. In giving approval for any such alterations, the Board may impose any requirements or restrictions which it deems appropriate and which are reasonably necessary to promote the uniformity of such alterations, and the safety of the Property and inhabitants of Condominiums.

Joinder of Two Condominiums, Same Story. A Condominium Owner who owns two (2) adjacent Condominiums in a Building is hereby granted an easement in the Common Elements wall separating the two Condominiums for purposes of constructing ingress and egress between the two Condominiums except where such wall is a firewall. Provided, however, such Common Elements boundary wall and its contents shall become the responsibility of such Condominium Owner for all purposes in the same manner as provided herein for partition walls within a Condominium; and further provided that any such construction shall be prohibited if it shall enhance the rate of deterioration of the structure or shall be prohibited by governmental authority or regulatory agency.

Joinder of Two Condominiums, Different Stories. A Condominium Owner who owns two (2) adjacent Condominiums in a Building, one being above the other, is hereby granted an easement in the Common Element boundary floor separating the two (2) Condominiums for purposes of constructing ingress and egress between the two (2) Condominiums. Provided, however, such Common Element boundary floor and its contents shall become the responsibility of such Condominium Owner for all purposes in the same manner as provided herein for partition walls within a Condominium; and further provided that any such construction shall be prohibited if it shall enhance the rate of deterioration of the structure or shall be prohibited by governmental authority or regulatory agency.

Approval of Plans by Board. All proposed plans for construction must be approved by the Board, and the Board may impose any reasonable requirement upon the Condominium Owner including, without limitation, the posting of a performance bond and such legal opinions or advice, architectural, engineering or other technical reports and studies at the expense of the Condominium Owner, as may be reasonable under the circumstances to assure the Board of the continued safety and structural integrity of the Building.

Enforcement in Court. In the event a Condominium Owner makes any structural addition or alteration without the required written consent of the Board, the Association, or in the proper case, another Condominium Owner, shall have the right, in addition to its other rights, to proceed in a Court of Equity to seek compliance with the provisions hereof, and for damages should the Association or Condominium Owner suffer any expense in connection with such violation.

ARTICLE XIV

ADDITIONS, ALTERATIONS OR IMPROVEMENTS
BY THE ASSOCIATION:
LIMITATION UPON LIABILITY OF THE ASSOCIATION

General. When the Board of Directors shall determine that additions, alterations or capital improvements in excess of the usual budgeted items of maintenance or replacement are required, and the making of such additions, alterations or improvements has been approved by the appropriate proportion of the Ownership Interests, then the Board shall proceed with such additions, alterations, or improvements and, unless financed through borrowing by the Association, shall specially assess all Condominium Owners for the cost thereof as a Common Expense. Any such special assessment may, if so directed by the Board, be made in installments.

Latent Defects, Association Not Liable. The Association shall not be liable for injury or damage to the Property of a Condominium Owner caused by any latent condition of the Property, notwithstanding the Association's duty to repair and maintain the Common Elements and Limited Common Elements.

ARTICLE XV

INSURANCE

Power of Attorney to Procure Insurance. Each Condominium Owner, upon acceptance of acquisition of title to such Condominium,

thereby irrevocably constitutes and appoints the Association his true and lawful attorney in fact to select, procure, place, maintain, manage, enforce, make claims, settle claims, and litigate claims with respect to all forms of insurance hereafter required to be provided by the Association. This provision, however, shall not prevent a Condominium Owner from securing additional separate insurance as it may desire; and the error or omission of the Association to procure any such insurance as described herein shall not constitute a cause of action for or on behalf of any Condominium Owner against the Association and any such cause of action is hereby waived.

No Insurance on Personal Property. Unless the Board of Directors elects to obtain a blanket personal property or contents policy for the Condominium Owners, no such policy shall be required to be administered by the Association, except with regard to the personal property of the Association.

Insurance to be Procured. The Association shall procure insurance for the benefit of the Association, the Condominium Owners, and their mortgagees as their interests may appear. Specifically including, but not limited to, fire and extended coverage upon the Buildings comprising the completed Condominiums and personal property owned by the Association in amounts equal to the maximum replacement value thereof, general comprehensive liability insurance, fidelity bond covering officers and employees of the Association having possession or control of the funds of the Association and workmen's compensation as required by law. All such policies of insurance must be issued by a responsible insurance company or companies licensed and authorized to do business in Oklahoma, the premium rates not to exceed the standard rates established by the Oklahoma State Insurance Commission. All such insurance policies must be issued in blanket policy form, naming the Association as the insured, together with the individual Condominium Owners (who need not be specifically listed by name). The Association shall maintain fire and extended coverage for the Buildings comprising the completed Condominiums, and for all of the General Common Elements and Limited Common Elements, including fixtures and building service equipment to the extent they are part of the Common Elements of the Condominiums, and for the personal property and supplies belonging to the Owners' Association. In addition, any fixtures, equipment or other property within the Units which are to be financed by a mortgage to be purchased within the second mortgage market, (regardless of whether or not such property is a part of the Common Elements) must be covered in the blanket policy. The

Declarant shall maintain such other coverage as may be appropriate for Units under construction, and when the Declarant determines that a Building and its Units are sufficiently completed to remove same from its construction insurance policy coverage, the Declarant shall notify the Association which, in turn, shall arrange coverage of the Building and its Units. The policies shall all be in an amount equal to one hundred (100%) percent of the current replacement cost of the Buildings, the Units within said Building, the above specified personal property, and the common areas, exclusive of items normally excluded from coverage.

Mortgagee Endorsements. Provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of each Condominium Owner, if requested, but, in such event, only to the extent of their interests in the Property. No such endorsement shall permit the payment or settlement of any claim by such mortgagee except in the case of the total destruction to all improvements of the Property, and in the event such improvements are not reconstructed with the proceeds of such insurance.

Insurance Cost a Common Expense. Premiums on insurance policies purchased by the Association shall be paid by the Association as a General Common Expense.

ARTICLE XVI

RECIPROCAL EASEMENTS, ENCROACHMENTS

Reciprocal Easements for Repairs. Each Condominium Owner hereby grants easements to other Condominium Owners to enter into each Condominium, or to Utility Companies to enter into each Condominium to repair, replace or improve the plumbing, heating, electrical systems, or other utility services located thereon, which are accessible only thereon, subject to the limitations on entry into any Condominium set forth in Section 12.2 below. Any physical damage resulting from such entry shall be repaired at the cost of the entering party.

Easements to Association for Repairs. Each Condominium Owner hereby grants easements to the Association to enter into each Condominium, or to utility companies to enter into each Condominium to repair, replace or improve the plumbing, electrical systems, or other utility services contained in the Common Elements, or for any purpose reasonably related to the performance by the Association of its responsibilities under this Declaration. The Association's agents or employees shall have the right, after reasonable notice to the Condominium Owner, to enter his Condominium or Limited Common Elements, or any General Common Element accessible except during an emergency, there shall be no entry into a Condominium without the Condominium Owner's consent, which consent shall not be unreasonably withheld. Any entry into a Condominium shall be made with as little inconvenience to the Condominium Owner as possible, and any damage caused shall be repaired at the cost of the Association (except where such entry was due to an emergency relating to the Unit entered).

Encroachments. If any portion of the Common Elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the Common Elements, or if any encroachment shall hereafter occur as the result of settling of the Building, or alteration to the Common Elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the

continuance of such encroachment for so long as same shall exist.

Association May Grant Easements. Each Condominium Owner, upon acceptance or acquisition of title to such Condominium, thereby irrevocably constitutes and appoints the Association his true and lawful attorney-in-fact to grant and convey permits, licenses and easements for ingress and egress, roads and/or for the replacement, installation and maintenance of utility services in and over the Common Elements upon the terms and conditions as the Board may, in its exclusive discretion, determine to be reasonable, whether such easements are for the benefit of the Condominium or the Property or for the benefit of third parties or real property not included in the Property.

ARTICLE XVII

USE RESTRICTIONS AND REGULATIONS

Residential Condominium Use. Each Condominium is hereby restricted to single-family type residential use by the Condominium Owner thereof, and his immediate family, with normal use of guests, invitees and tenants.

Leasing. Tenancies of not less than thirty (30) days shall be granted by a Condominium Owner and shall be by written lease, a copy of which shall be delivered to the Secretary of the Association, and which shall state that a violation of the restrictions of the Declaration and/or By-Laws or of the rules promulgated thereunder shall be a breach of the lease allowing such lease to be terminated by the Condominium Owner or the Association. By occupying a Condominium, all tenants acknowledge the validity of the Declaration, the By-Laws, and the Articles of Incorporation of the Association and agree to be bound by their provisions in the same fashion as if such tenants were Condominium Owners. No rooms within a Condominium may be rented and no transient tenant may be accommodated. Condominiums which are subject to a lease may be regularly occupied by no more than two (2) individuals in the case of a one bedroom Condominium and by no more than four (4) individuals in the case of a two bedroom Condominium. No lease of a Condominium shall release or discharge the Condominium Owner thereof from compliance with this Article XVII or any of his other duties as a Condominium Owner. No tenancy shall be valid unless it conforms to this paragraph. All tenancies in violation of this section may be terminated by the Association in the same fashion as an owner may terminate a month-to-month tenancy in accordance with the Oklahoma Residential Landlord and Tenant Act in the case of a breach of a lease agreement. The leasing of Condominiums may be further restricted by provisions in the By-Laws. The other provisions of this section notwithstanding, nothing herein shall be construed to prohibit the granting of a lease of lesser term by the Declarant or by a first mortgagee in possession or by the Association during foreclosure proceedings.

Nuisance, Trash Prohibited. No nuisances (including, without limitation, the emitting of noise, odors or electrical disturbances from a Condominium) shall be allowed to be committed or maintained upon the Property, or without a Condominium, nor any use or practice that is the source of annoyance to residents of the Condominiums or which interferes with the peaceful possession and proper use of the Property. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, garbage, toys or equipment, shall be allowed to accumulate, nor any fire hazard allowed to exist. No Condominium Owner shall permit any use of his Condominium or make use of the Common Elements that will increase the cost of insurance upon the property.

Offensive Uses Prohibited. No commercial, business, immoral, improper or offensive use shall be made of the property, nor any part of a Building. No installation of appliances in the windows or on the terraces, or from the facades of any Building, or attachment of any item to any Building which would detract from the general appearance of the Property shall be allowed. The provisions of this section shall not limit the authority of the Board under Section 9.1 hereof.

Pets Restricted. The By-Laws may restrict the keeping of pets on the Property. Pets shall not be allowed on the Common Elements except as permitted by the rules made by the Board. All pets shall continuously be personally accompanied and kept on a leash when outside of the Condominium and while on the Property including patios, balconies or courtyards. The Condominium Owner shall not allow such pets to excrete upon the General Common Elements, and if same occurs, the Condominium Owner shall immediately remove and clean such excretion from the General Common Elements. Notwithstanding the privileges granted or restricted by this section, the Board may require the removal from the Property of any or all pets considered by the Board to be exotic, frightening to other owners, vicious, dangerous or which may constitute a nuisance. Upon a vote of a majority of the Ownership Interests, pets may be prohibited from the project entirely provided such prohibition contains a "Grandfather Clause" for existing permitted pets.

Regulation. Reasonable regulations concerning the use of the Property may be made and amended from time to time by the Board of Directors of the Association.

Association May Inspect. Upon reasonable notice to the Condominium Owner, the Board, or the agent and employees of the Association may enter any Condominium for the purpose of inspection of the Condominium or the Common Elements to determine the necessity for repair or maintenance, or to determine the compliance with these restrictions, reservations, covenants, conditions and easements, and with the By-Laws of the Association.

Signs Prohibited. No signs, poster, writing, symbol,

advertisement or notice of any type shall be shown on the Common Elements or on the exterior of any Condominium without the written permission of the Board. No exterior antennas and aerials shall be erected on or attached to the Building.

Use of General Common Elements. A Condominium Owner shall not place or cause to be placed in the General Common Element areas any furniture, fences, structures, out buildings, pet facilities, toys, recreational equipment, packages, objects or things of any kind. Such areas shall be used for no other purpose than for normal use for which they are intended.

Use of Courtyard and Patio or Deck. A Condominium Owner shall not place or cause to be placed on a Condominium courtyard, patio or deck, any items, furniture, fences, out buildings, toys, recreational equipment, packages, or objects of any kind whether or not customarily and ordinarily intended to be placed and used on a patio or deck or in a residential yard or which are visible at ground level over the courtyard or patio fence.

Attachments to Buildings. It is prohibited to hang or attach any garments, rugs, or things from the windows or on any of the terraces, or from any of the facades of any building, or to any building, or to install appliances in the windows or on the terraces, or on the facades of any building, or to attach any item to any building that would detract from the general appearance of the property. The provisions of this section shall not limit the authority of the Board under Section 9.1 hereof.

Limited Use of Parking Spaces. No parking space or driveway may be used for any purpose other than parking passenger automobiles or pick-up trucks of one-half ton or less, which are in operating condition and which are in a condition so as not to detract from the appearance of the property as a first-class condominium complex. No other vehicles or objects, including but not limited to, trucks of greater than one-half ton, trailers, campers, boats, motor homes or similar vehicles, may be parked or placed upon any portion of the property unless permitted under rules promulgated by the Board or except as provided herein. No parking space shall be used by any person other than an occupant of a condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. A resident of a condominium, may park or keep no more than one (1) motorcycle on the property, provided such motorcycle is parked only in specific areas designated as motorcycle parking or in such condominium's courtyard; provided, that when the motorcycle is parked in a courtyard it shall not be ridden from the street to the courtyard, but shall be hand-pushed with the engine not running. No person shall be permitted to keep a motorcycle on the property which is not adequately equipped with sound suppression devices to provide for quiet operation. The Board may cause any motorcycle not used in conformance herewith to be removed from the Property and stored at the said condominium owner's expense.

Declarant's Right to Sell Units. Until the Declarant has closed all of the sales of condominiums, neither the other condominium owners nor the Association shall interfere with the sale of such Condominiums.

Condominium Owners' Right to Sue. Any person claiming an interest in the Property by, through, or under the Declarant or by virtue of any judicial proceedings, or the Association, or the Condominium Owners, or a mortgagee, or any of them, severally, shall have the right to proceed against any other such person for damages or in equity to compel their compliance with the terms hereof or to prevent the violation or breach of the terms hereof, or for such other relief as may be appropriate. Further, whenever a structure has been built or installation made which violates the terms hereof, the Association shall have the right to enter upon the Property where such violation exists and summarily abate or remove the same and make the necessary repairs or improvements where such violation occurred, so that the property shall be in the same condition as it was before said violation occurred, all at the expense of the condominium owner; and any such entry and abatement or removal shall not be deemed a trespass.

ARTICLE XVIII

RESPONSIBILITY OF CONDOMINIUM OWNERS

Personal Liability for Violations. Each Condominium Owner shall be governed by and shall comply with the provisions of this Declaration as well as with the By-Laws and Articles of Incorporation of the Association and the rules and regulations promulgated by the Board of Directors. Each Condominium Owner shall be liable for the expenses of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any member of his family, or his or her guests, employees, agents or lessees (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association), which expense shall be assessable to such Condominium Owner by the Association. Such liability assessable to such Condominium Owner shall include any increase in fire insurance rates occasioned by use, occupancy or abandonment of such owner's condominium. Nothing herein contained however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

Liability for Costs. Failure to comply with the terms of this Declaration or by By-Laws of the Association shall be grounds for an action to recover damages and/or injunctive relief, or both, maintainable by the Association, or, in the proper case, by the condominium owner. In any successful action brought against a condominium owner by the Association (or, in the proper case,

by such condominium owner) for damages or injunctive relief due to such condominium owner's failure to comply with the provisions of this Declaration or By-Laws of the Association, the prevailing party shall be entitled to court costs, reasonable attorney fees and expenses incurred by it in connection with the prosecution of such action.

Liquidated Damages. The purpose of the covenants, conditions, and restrictions contained in this Declaration, and of the rules and regulations to be promulgated by the Association is to promote the health, safety and welfare of the occupants, tenants, and Owners of Condominiums, and to protect their respective Property interests. The violation of these covenants, conditions, restrictions, rules or regulations (except where such violation relates to the non-payment of money) by one occupant, tenant or Owner will result in incidental and consequential damages to the other occupants, tenants or owners, and to the Association. Such consequential and incidental damages will be in addition to any actual damages suffered by such persons. Since such consequential and incidental damages will be suffered mutually by all occupants, tenants, and condominium owners, the Association shall be and is hereby delegated and given the right to sue and collect such incidental and consequential damages, and to keep and use such recovered damages for the benefit of the Condominium Owners and the occupants and tenants of condominiums. Further, since such incidental and consequential damages will be difficult, if not impossible, to accurately calculate or determine, then the liquidated damages provided in this section shall be awarded to the Association. In the event the Association is awarded injunctive relief in suit or counterclaim against an occupant or tenant of a condominium or against a condominium owner, for the violation of any of the covenants, conditions or restrictions contained herein, (except those relating to the non-payment of money) or for the violation of any rules or regulations of the Association which prohibits any act or misconduct detrimental to the property or to the health or safety of other occupants, tenants or owners then the Association shall be entitled to the following liquidated damages for incidental and consequential damages from such violation, in addition to such injunctive relief (and, in the proper case, in addition to actual damages), to-wit:

(a) For the first suit successfully maintained by the Association against a violator, the Association shall be entitled to recover a sum equal to two-thirds of the annual budgeted assessment for the condominium occupied or owned (as the case may be) by the violator;

(b) For the second suit successfully maintained by the Association against a violator, the Association shall be entitled to recover a sum equal to two-thirds of the annual budgeted assessment for the

Condominium occupied or owned (as the case may be) by the violator;

(c) For the third and subsequent suits successfully maintained by the Association against a violator, the Association shall be entitled to recover a sum equal to the annual budgeted assessment for the Condominium occupied or owned (as the case may be) by the violator.

Any judgment awarded the Association for incidental or consequential damages under this Section shall be a lien against the interest (i.e., leasehold, fee simple estate, etc.) held by the violator in the Condominium occupied or owned by the violator, which lien may be foreclosed in the same manner as the lien of the Association for assessments.

Fines Assessed by the Association. The Association may from time to time deem it necessary to establish a list of offenses and fines and penalties therefor. After notice of an offense and its respective fine is given to a resident of the project and the Owner of the resident Condominium, then, should the resident fail to cease and desist in committing the recurring or continuing offense, the Board may, as liquidated damages, assess the fine against the Condominium to which the offender resides, which fine shall have the same status against the Condominium as a special assessment.

ARTICLE XIX

SALE

Any condominium Owner shall have the express right to sell his interest in any Unit and the accompanying general common elements. Any grantee of rights to a Unit within Snowcrest Condominiums shall be deemed to have accepted, adopted, ratified and agreed to the terms, covenants, conditions, and restrictions contained herein and the the rules and regulations of the Association a stipulated herein regarding Condominium Owners.

ARTICLE XX

DAMAGE OR DESTRUCTION OF PROPERTY

(1) Except as hereinafter provided, any damage to or destruction of any building and/or common elements shall be promptly repaired and restored by the Association acting by and through its Board of Administrators, using the proceeds of insurance, if any, for that purpose and the unit owners shall be liable for assessment as hereinafter provided for any deficiency.

(2) Each unit owner covered hereby upon acceptance or acquisition of title to such estate does thereby irrevocably constitute and appoint J & G Construction Co., Inc., an Oklahoma corporation, as their true and lawful attorney-in-fact, and deliver any contract or other instrument with respect to dealing with the property upon its damage or destruction and effecting the repair or restoration thereof.

(3) Damages to or destruction of the buildings and/or common elements shall not be repaired and/or restored if there is substantial total destruction of the property (destruction of 75% or more of the appraised value of the property including the land itself) or if seventy-five percent (75%) of the unit owners, computed on the basis set forth in Section 503 (n) of this Act, resolve not to proceed with repair or restoration, in which event the property or so much thereof as shall remain, shall be subject to partition at the suit of any unit owner, in such partition, the net proceeds of sale, together with the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among all the unit owners in proportion to their respective undivided ownership of the common elements, after first paying off, out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the Units of each unit owner.

(4) Any deficiency assessments provided for in this Article or by Section 527 of the Act, shall be a common expense and made pro rata according to each unit owner's percentage interest in the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The deficiency assessments provided for herein shall be a debt of each unit owner and a lien on his Unit Ownership Estate and may be enforced and collected as provided herein.

(5) Notwithstanding anything contained herein to the contrary, no owner of a Unit Ownership Estate, or any other party, shall have priority over any rights of the holder of a first mortgage lien upon any Unit Ownership Estate pursuant to such holder's mortgage in the case of a distribution to owners of Unit Ownership Estates of insurance proceeds or condemnation awards for losses to or a taking of such Unit Ownership Estate and/or common elements. The Association shall give notice in writing to all holders of mortgages upon Unit Ownership Estates of any loss to or taking of the common elements if such loss or taking exceeds \$10,000.00, or if damage to a Unit Ownership Estate covered by such mortgage exceeds \$1,000.00.

ARTICLE XXI

ABSOLESCENCE

(1) Ninety percent (90%) of the unit owners computed on the basis set forth in Section 503 (n) of the Act may agree that the property is obsolete in whole or in part, and that the same shall be renewed and restored. If such percentage of the unit owners agree to renew and restore the property, then the expense thereof shall be payable by all the unit owners as common expenses. Such renewal and restoration shall be made and conducted wholly by the Association as attorney-in-fact for each of the unit owners. As attorney-in-fact, the Association by its president and secretary, shall have full complete authorization, right and power (upon resolution of the Association's Board of Administrators) to make, execute and deliver, any contract or other instrument with respect to such renewal and restoration as may be necessary or expedient to accomplish such renewal and restoration. Assessment for the cost of such renewal or restoration shall be made by the Association and shall be due and payable within thirty (30) days after written notice thereof. The assessment therefor shall be a debt of each owner and a lien on his Unit Ownership Estate and may be enforced and collected as provided in this Declaration.

(2) Ninety percent (90%) of the unit owners computed on the basis set forth in Section 502 (n) of the Act may agree that the property is obsolete, in whole or in part, and that the property should be sold and the proceeds of sale distributed. In such event the property shall be subject to partition as provided in Section 520 of the Act.

ARTICLE XXII

MORTGAGE OF UNIT OWNERSHIP ESTATE

Any unit owner shall have the express right from time to time to mortgage or encumber his Unit Ownership Estate by deed of trust, mortgage, or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable Oklahoma law. The owner of a Unit Ownership Estate may create a second mortgage on his estate upon the following conditions:

(1) That any such second mortgage shall always be subordinate to all of the terms, conditions, covenants, restrictions, uses, limitations, obligations, liens for common expenses and payments set forth in this Declaration and the Association's By-Laws; and

(2) That the mortgagee under any second mortgage shall release for the purpose of restoration and repair of any of the property included in this Declaration, all its or his right, title and interest in and to the proceeds under all insurance policies upon said property or any portion thereof, which insurance policies were affected and placed upon the mortgaged property by the Association. Such release shall be furnished forthwith by a second mortgagee upon written request of the Association.

ARTICLE XXIII

AMENDMENT OF DECLARATION

Amendment. The consent of Unit Owners holding at least seventy-five (75%) percent of the Ownership Interests and the approval of institutional holders of first mortgages on Unit Estates which have at least fifty-one (51%) percent of the Ownership Interests of Condominiums subject to first mortgages, shall be required to modify or amend any material provision of this Declaration, which establish, provide for, govern or regulate any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the Common Elements (or Units, if applicable);

- d. Insurance or Fidelity Bonds;
- e. Rights to use of the Common Elements;
- f. Responsibility for maintenance and repair of the several portions of the project;
- g. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- h. Boundaries of any Unit;
- i. The interests in the General or Limited Common elements;
- j. Convertibility of Units into Common Elements or of Common Elements into Units;
- k. Leasing of Unit Estates;
- l. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit Estate;
- m. Any provisions which are for the express benefit of mortgage holders, institutional holders or insurers or guarantors of first mortgages on Unit Estates.

The public may rely on the affidavit of the President of the Association, duly recorded, for purposes of determining whether the persons consenting to such a modification or amendment are, in fact, Owners or Mortgagees.

Notice to Mortgagees. An institutional holder of a first mortgage who receives a written request to approve modifications or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such requested.

Notice of Action. Upon written request to the Owners' Association, identifying the name and address of the requesting party and the Condominium number and address, any institutional holder of a first mortgage, or insurer or guarantor thereof, will be entitled to timely written notice of any proposed action which would require the consent of the specified percentage of institutional first mortgage holders as set out in Section 20.1 above.

Separability of Provisions. Invalidation of any one or more of these restrictions, reservations, covenants, conditions

and easements or any provision contained in this Declaration, or in a conveyance of a Condominium by the Declarant by judgment, court order or law, shall not affect any of the other provisions which shall remain in full force and effect.

Perpetuities. In the event any court should hereafter determine that any provision, as originally drafted herein, violates the rules against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead, shall be reduced to the maximum period allowed under such rule of law, and for such purpose, the measuring life shall be that of the youngest incorporator of the Association.

ARTICLE XXIV

RATIFICATION OF DECLARATION

By the acceptance of the delivery of the deed and the recordation hereof, and/or by the payment of the assessments against his respective Condominium, each Condominium Owner thereby shall be deemed to have accepted, adopted, ratified and agreed to the terms, covenants, conditions, and restrictions contained herein and to the rules and regulations, of the Association, including without limitation, the provisions hereof relating to the payment of liquidated damages and the payment of fines or fees levied by the Association for the violations of the same. Further, each tenant or lessee of a condominium, by the occupancy of such condominium and the payment of rentals thereon, shall be deemed to have accepted, adopted, ratified, and agreed to the terms, covenants, conditions and restrictions contained herein and to the rules and regulations of the Association, as above-stated regarding Condominium Owners.

ARTICLE XXV

AUTHORIZED PERSON TO RECEIVE SERVICE OF PROCESS

The following-named person is hereby designated and authorized as the person to receive service of process in all cases, required or authorized by the act and particularly all service of process in action of law or in equity relating to the Common Elements or relating to more than one unit included in this Declaration:

TERRY P. MALLOY
1924 South Utica, Suite 820
Tulsa, Oklahoma 74104.

IN WITNESS WHEREOF, the Declarant binds itself and its successors and assigns and has caused these presents to be executed.

DATED this 7th day of July, 1983.

J & G CONSTRUCTION COMPANY

By: [Signature]
President



[Signature]
Secretary.

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
1983 JUL -8 PM 1:15
ANITA NESBITT
COUNTY CLERK

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this the 8 day of July, 1983, personally appeared GERALD W. SNOW, President and JUDY S. SNOW, Secretary, respectively, of J & G CONSTRUCTION COMPANY, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year first above written.

[Signature]
Notary Public



My Commission Expires:
March 7, 1986

